

CLAUSE I-150 – WARRANTY OF SERVICES (August 2002)

- (a) Definitions. "Acceptance," as used in this clause, means the act of an authorized representative of SURA by which SURA assumes for itself, or as an agent of another, ownership of existing and identified supplies, or approves specific services, as partial or complete performance of the subcontract. "Correction," as used in this clause, means the elimination of a defect.
- (b) Notwithstanding inspection and acceptance by SURA or any provision concerning the conclusiveness thereof, the Subcontractor warrants that all services performed under this subcontract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this subcontract. The Subcontracting Officer shall give written notice of any defect or nonconformance to the Subcontractor. This notice shall state either –
  - (1) That the Subcontractor shall correct or reperform any defective or nonconforming services, or
  - (2) That SURA does not require correction or reperformance.
- (c) If the Subcontractor is required to correct or reperform, it shall be at no cost to SURA, and any services corrected or reperformed by the Subcontractor shall be subject to this clause to the same extent as work initially performed. If the Subcontractor fails or refuses to correct or reperform, the Subcontracting Officer may, by subcontract or otherwise, correct or replace with similar services and charge to the Subcontractor the cost occasioned to SURA thereby, or make an equitable adjustment in the subcontract price.
- (d) If SURA does not require correction or reperformance, the Subcontracting Officer Director shall make an equitable adjustment in the subcontract price.